

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

**PAUL H. COWIN, ET AL.,
APPELLANTS
vs.**

**SHELTER MUTUAL INSURANCE COMPANY, ET AL., RESPONDENTS
APPELLANT**

DOCKET NUMBER W78020

DATE: MAY 5, 2015

Appeal from:

The Circuit Court of Jackson County, Missouri
The Honorable James F. Kanatzar, Judge

Appellate Judges:

Division Two: Lisa White Hardwick, Presiding Judge, Victor C. Howard, Judge and Cynthia L. Martin, Judge

Attorneys:

James T. Thompson, for Appellants

William C. Crawford, for Respondents

MISSOURI APPELLATE COURT OPINION SUMMARY

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

PAUL H. COWIN, ET AL., APPELLANTS

v.

SHELTER MUTUAL INSURANCE COMPANY, ET AL., RESPONDENTS

WD78020

Jackson County, Missouri

Before Division Two: Lisa White Hardwick, Presiding Judge, Victor C. Howard, Judge and Cynthia L. Martin, Judge

Paul and Doris Cowin brought an equitable garnishment action against Shelter Mutual Insurance Company seeking to satisfy a judgment against its insured, Jonathon Parsons Jr., in their personal injury case arising out of a car accident. On cross-motions for summary judgment, the trial court entered summary judgment in favor of Shelter finding that the Cowins' claim against Mr. Parsons fell outside the coverage of the insurance policy and Shelter owed no duty to pay the claim. On appeal, the Cowins contend that trial court erred in finding no coverage because Mr. Parsons was driving a non-owned auto as defined in the policy. The judgment is affirmed.

AFFIRMED.

Division Two holds:

Where the terms non-owned auto and general consent are clearly defined in the policy, the unambiguous language of the definition of general consent requires only that the insured had the auto owner's permission to use the vehicle on one or more occasions without the necessity of obtaining permission for each use, and the uncontroverted facts show that Mr. Parsons was authorized by his employer to use the log truck for business purposes and he did not need to ask specific permission before using it, Mr. Parsons had general consent to use the log truck; thus, the truck was not a non-owned auto and was excluded from coverage.

Opinion by: Victor C. Howard, Judge

Date: May 5, 2015

<p>This summary is <i>UNOFFICIAL</i> and should not be quoted or cited.</p>
--